

SITE LEASE AGREEMENT

Between Board of Water Commissioners of the City of Saint Paul and CITY OF SAINT PAUL-POLICE DEPARTMENT

This Lease Agreement (“Lease”) is entered into this first day of January, 2025, between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (“Lessor”), and, **CITY OF SAINT PAUL – POLICE DEPARTMENT** (“Lessee”).

In consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises.

(a) Lessor hereby leases to Lessee certain space located at and on Lessor’s Highland Water Tower No. 3, located at 750 Snelling Avenue South, Saint Paul, Minnesota 55116, and legally described in Exhibit “A” *Legal Description*. The water storage facility and its appurtenances (“Structure”), and the Lessor’s land upon which the Structure is situated are collectively called (“the Property”). The property interest leased and granted by the Lessor to Lessee (collectively, the “Leased Premises”) consists of the following:

- (1) structure exterior space for attachment of antennas at alpha, beta & gamma sectors at 117 FAGL, as shown on page ___ of Exhibit “B” *Site Survey / Construction Drawings*;
- (2) space required for cable runs to connect equipment and antennas;
- (3) non-exclusive easements over, under and across Property as reasonably needed to run utility lines and cables;
- (4) non-exclusive easement across the Property for access.

(b) No other space or property interests are being leased to Lessee except as described above and as described on Exhibit “A” *Legal Description*.

2. Terms/Renewals.

(a) The initial term of this Lease shall commence on January 1, 2025 (the “Commencement Date”) and shall expire on December 31, 2029. Lessee and Lessor agree to enter into a

memorandum confirming the Commencement Date, as contained in Exhibit “F”
Memorandum of Lease Recording.

- (b) Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms (each a “Renewal Term”) subject to (c) below.
- (c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee provides Lessor with written notice of its intention not to renew not less than thirty (30) days prior to commencement of the succeeding Renewal Term.

3. **Rent.**

- (a) Lessor’s FIN number is # 41-6005521.
- (b) The Base Rent shall be waived
- (c) Lessee shall not install and/or operate any additional antennas or related equipment beyond those facilities and frequencies identified in Exhibit “C” *Antenna Facilities and Frequencies* (“Antenna Facilities”) without the prior written consent of Lessor, such consent not to be withheld, conditioned or delayed without cause. Such additional equipment may require an amendment to the Lease and increase in rent, as may be determined by Lessor. However, changes made exclusively to frequencies shall not require an amendment and shall not constitute grounds for revision of rent. Notwithstanding, Lessee has the right to perform routine maintenance and repairs without Lessor’s approval.
- (d) Additional Rent. Additional rent means all amounts, other than Base Rent provided for in paragraph 3 (a) above, that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional rent shall include the following fees, costs and expenses:
 - a. Costs for the repairs, improvements, or alterations required to be made by Lessee in Section 6. Maintenance and Repairs;
 - b. All taxes on equipment personally owned by Lessee, general or special. As a condition of Lessee’s obligation to pay any tax. Lessor shall provide Lessee documentation from the taxing authority indicating with reasonable certainty that the tax was directly attributable to Lessee’s tenancy. Lessee shall have the right to file an assessment appeal, and Lessee shall cooperate in any such appeal as reasonably requested by Lessee, all at Lessee’s sole cost and expense;

- c. All public utility rates, dues, and charges of any kind of utilities used by Lessee at the Leased Premises; and
- d. Fees, costs, and expenses for property insurance and/or uninsured losses as set forth in Section 13. Insurance.

In the event that Lessee does not pay the required Additional Rent to the appropriate party, Lessor may, at its option, and after thirty (30) days prior written notice to Lessee, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee within thirty (30) days.

4. Engineering Studies

(a) Structural Study

Prior to modifying the existing Antenna Facilities to increase the weight load on the Structure, Lessee must obtain an engineering study carried out by a qualified engineer, showing that the Structure is able to support the additional antenna facilities. If the study finds that the Structure is inadequate to support the proposed antenna loads, Lessee may not perform such modifications unless Lessee agrees to make structural modifications to the Structure in order to support the additional load.

(b) Interference Study

Prior to modifying the existing antennas or frequencies at the Leased Premises, Lessee must obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that Lessee's intended use will not interfere with any existing communications facilities located on the structure. RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided by Lessee. Lessee shall provide Lessor with a copy of a satisfactorily completed RF evaluation prior to transmitting or receiving radio waves at the Property.

5. Use of Leased Premises.

(a) Primary Use of Property

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations.

(b) User priority

Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's use shall be subordinate accordingly:

- (1) Lessor; and
- (2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to Lessor;
- (3) Pre-existing lessees (defined as lessees that installed equipment prior to Lessee's original installation of equipment on April 28, 2010);
- (4) Lessee.

(c) Jeopardy of Primary Use

- (1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 14. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.
- (2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely determined by Lessor ("Severe Jeopardy"), Lessor may enter the Leased Premises and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's emergency entrance.
- (3) If Lessor determines that the conditions of a Severe Jeopardy would be benefited by cessation of Lessee's operations, Lessee shall immediately cease its operations on the Premises upon notice from Lessor to do so and Lessee shall be permitted to terminate this Lease upon written notice to Lessor.

(d) Lessee's Use of Leased Premises

- (1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises for the transmission and reception of communications signals ("Approved Use").
- (2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, utility building, equipment, personal property, leasehold improvements, and appurtenances as shown in Exhibit "C" *Antenna Facilities and Frequencies* and Exhibit "B" *Site Survey / Construction Drawings*.
- (3) Lessee shall be responsible for all expenses incurred by the Lessor resulting directly from the use and/or occupancy of the Leased Premises by Lessee. Lessor shall submit an itemized invoice of such expenses to Lessee together with reasonable supporting documentation evidencing such expenses at the notice address set forth in Section 17 below and Lessee shall make payment to Lessor within sixty (60) days of receipt.

(e) Laws Governing Use

Lessee's Antenna Facilities and any other facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the Federal Communications Commission ("FCC") or any other governing bodies which apply to Lessee's Approved Use of the Leased Premises.

6. Installation of Equipment and Leasehold Improvements.

(a) Construction Drawings

Exhibit BC illustrates the existing Antenna Facilities located at the Highland Water Tank. For the initial installation of any new antenna facilities and for any and all subsequent revisions and/or modifications, or additions to the existing Antenna Facilities, Lessee shall provide Lessor and Lessor's Water Tower Construction Engineer ("Construction Engineer") each with comprehensive construction drawings ("Construction Drawings") consisting of the following:

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations;

- (3) diagrams of Antenna Facilities for initial installation, and subsequently, diagrams of proposed antenna facilities for any and all revisions, modifications, or approved additions;
 - (4) a complete and detailed inventory of all proposed equipment and personal property of Lessee to be placed on the Leased Premises. Lessor retains the right, at its sole cost and expense, to survey such equipment and personal property.
- (b) Construction Drawings shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. Lessor shall have thirty (30) business days to review and comment on the Construction Drawings. Lessor, on behalf of itself and the Construction Engineer, hereby approves of the Construction Drawings for the existing Antenna Facilities.
- (c) Lessee shall be solely responsible for all costs associated with said review and approval of Construction Drawings by Construction Engineer (“Review Fee”) for the review of the Construction Drawings for each subsequent revision, modification, or approved addition to the Antenna Facilities.
- (d) Construction Scheduling
At least five (5) days prior to Lessee’s construction mobilization, Lessee shall conduct a pre-construction meeting on the Property or other location as determined by Lessor. Said meeting shall be attended by the Construction Engineer, Lessee’s representative and all contractors involved in the installation.
- (e) Construction Inspection.
All construction activity for any and all subsequent revisions and/or modifications to the Antenna Facilities, or additions thereto shall be subject to inspection and approval by the Construction Engineer to ensure compliance with the approved Construction Drawings and the terms of this Lease. Inspection will be performed beginning with the pre-construction meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by Lessor. Lessee agrees to pay for the cost of said inspections and project documentation (“Inspection Fees”). Lessor shall submit an itemized invoice of such Inspection Fees to Lessee at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such fees and Lessee shall make payment to Lessor within sixty (60) days of receipt. If deemed necessary by the Construction Engineer, construction work performed without approval of the Construction Engineer will not be accepted and shall be removed or uninstalled at Lessee’s sole expense, provided Lessor or the Construction Engineer notifies Lessee of such non-compliance within thirty (30) days of submission of as-built drawings to Lessor.
- (f) Escrow
Prior to performing subsequent revisions and/or modifications to the existing Antenna

Facilities or additions thereto, Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for any and all such subsequent revisions and/or modifications thereof, or additions thereto, prior to commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such costs.

(g) Exposed Antenna Facilities

All Antenna Facilities and coaxial cables affixed to the Structure which have exterior exposure shall be as close to the color of the Structure as is commercially available to the Lessee. For exposed coaxial cables that Lessee desires to install after the Commencement Date of this Agreement, Lessor reserves the right to require Lessee to provide cables in manufactured colors in lieu of painting.

(h) Damage by Lessee

Any damage to the Property, Leased Premises, or Lessor's equipment thereon caused by Lessee's installation or operations shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

(i) As-built drawings

Within thirty (30) days after Lessee activates any new Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities.

7. **Modifications.**

- (a) Before the Lessee may update or replace the Antenna Facilities, Lessee must provide a detailed proposal to Lessor. The proposal shall include any information reasonably requested by Lessor of such requested update or replacement, including but not limited to revised lease exhibits as may be necessary, construction drawings and specifications as may be required under Section 6. Installation of Equipment and Leasehold Improvements, and engineering studies as may be required under Section 4. Engineering Studies of this Lease, carried out at Lessee's expense. The proposal must be approved by Lessor, which will not unreasonably withhold approval.

- (b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying frequencies on the Leased Premises. Said notice shall describe all equipment and frequencies proposed to be added or modified and shall be subject to evaluation by a RF Engineer approved by Lessor, which shall not be withheld, conditioned or delayed without cause. Said review shall consist of necessary interference studies to ensure that the modified or additional frequencies will not cause harmful radio interference to Lessor's Operations or the operations of Lessor's existing tenants. Lessee shall pay all costs for any such interference studies. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review and approval.
- (c) If Lessee seeks to increase the number of antennas and/or associated transmitting accessories, and such installation shall exceed the requirements or standard discussed in the engineering report as required by Section 4. (a), then Lessee must obtain an engineering study carried out by a qualified professional demonstrating that the Structure can structurally support the additional accessories.
- (d) As-built drawings
Within thirty (30) days after Lessee activates the Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities. By its signature below, Lessor acknowledges receipt of the foregoing Site Plan, site survey and inventory in the form required by this Section.

8. Maintenance and Repairs.

- (a) Property
 - (1) Lessor reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.
 - (2) Lessor agrees to provide Lessee with thirty (30) days advance notice of such actions that may directly affect Lessee's operations, and to reasonably cooperate with Lessee to carry out such activities in a manner that minimizes interference with Lessee's Approved Use.

(b) Structure Reconditioning and Repairs

- (1) From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way (“Reconditioning Work”). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Lessee’s Approved Use.
- (2) Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee’s Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to temporarily remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning Work.
- (3) During Lessor’s Reconditioning Work, Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If Property will not accommodate mobile equipment, it shall be Lessee’s responsibility to locate auxiliary sites.
- (4) Lessee may request a modification of Lessor’s procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee’s Approved Use. If Lessor agrees to the modification, Lessee shall be responsible for all incremental cost related to the modification.
- (5) Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for work required by the temporary displacement caused by the Reconditioning Work prior to commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such costs.

(c) Leased Premises

Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Lessee’s Approved Use of the Leased Premises.

9. Property Access.

Access to the Property, including the Leased Premises, by outside persons, including Lessee’s employees, agents and assigns, shall at all times be governed by Lessor’s Security Plan, as may be revised from time to time and provided to Lessee in writing, in advance, with the most recent Plan being attached hereto and incorporated herein as Exhibit “F” *Security Plan*. Lessee agrees it shall conduct its operations on the Property and the Leased Premises in

accordance with all requirements and conditions of said Security Plan. Subject to said requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

- (a) At no additional charge to Lessee, Lessee shall have access to the Leased Premises and Property, for any purpose relating to this Lease, twenty-four (24) hours a day, seven (7) days a week by means of existing access, as shown on Exhibit "B" *Site Survey / Construction Drawings*.
- (b) Lessee may, at its own cost and expense, enter upon the Property to study and determine the Property's suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (c) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure Lessee's compliance with the terms of this Lease. Lessor shall be liable for, and hold harmless Lessee from, any damage to the Leased Premises or to Lessee's equipment and Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.
- (d) At Lessee's sole cost and expense, Lessee has the right to obtain a title report or commitment for a leasehold time policy from a title company of its choice and to have the Property surveyed by a surveyor of its choice.

10. Utilities.

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee shall be responsible for the cost of all utilities installed and used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by the servicing utility.

11. Personal Property and Real Estate Taxes.

If any of Lessee's improvements constructed on the Leased Premises should cause the Property, or any portion of it, to be taxed for real estate purposes, it shall be the liability of Lessee to pay that portion of such property taxes directly attributable to Lessee's equipment, provided Lessor shall give Lessee prior written notification of such taxes so that Lessee will have the opportunity to appear before the taxing authority to contest such taxes.

Notwithstanding Lessee's right to contest such taxes, Lessee shall pay its share of such taxes within ninety (90) days of receiving notice of the same.

12. Certificates, Permits, Zoning, and other Approvals.

Lessee's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Lessor agrees to cooperate with Lessee in Lessee's pursuit of all such necessary permits, licenses or approvals, and Lessee shall reimburse Lessor its reasonable costs to provide such cooperation.

13. Interference.

- (a) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, or approved operations of other parties that were in place on the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other lessees is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall immediately cease such interference, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the problem. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease, pursuant to Section 14. Termination. Lessee shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.
- (b) Lessee acknowledges that Lessor may lease the Property, or any part of it, to other parties in close proximity to the Leased Premises, and Lessee agrees to work cooperatively with any such other parties, using accepted technical standards in accordance with FCC standards, to ensure that such other parties' use and Lessee's use will be compatible and will not cause interference with each other.
- (c) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations provided, however, that in the event that any other party requests permission to place any type of additional antenna or transmission facility on the Property, the procedures of this Section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's transmission operations.
- (d) In the event that Lessee or other tenants on the Property experience interference of their FCC-approved frequencies and they cannot reach agreement as to the cause and remedy of such interference, an RF Engineer approved by the Lessor shall determine such cause and remedy and Lessee shall abide by the RF Engineer's determination, subject to Lessee's right to terminate this Lease.

14. Termination.

- (a) Except as provided for in Section 14. (a)(3) b. below, or as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:
- (1) By either party, upon a material default of any other covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
 - (2) By Lessee, in the event that:
 - a. Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
 - b. the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
 - c. Lessee's transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.
 - d. If the Property or any portion thereof is destroyed or damaged so as to hinder its effective use, Lessee may elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee, prorated to the date of the event.
 - (3) By Lessor, in the event that:
 - a. Lessor determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
 - b. Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "DC" *Antenna Facilities and Frequencies* within one (1) year of the Commencement Date of this Lease.
 - c. Upon 120 days prior written notice by the Lessor to Lessee if Lessor decides, for any reason, to redevelop and/or discontinue use of the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Lessee.
- (b) If this Lease is terminated, pursuant to the terms and conditions of Section 14. (a), rent shall be pro-rated to the expiration date or the date on which all of Lessee's equipment is removed from the Leased Premises and the Property is restored pursuant to *Section 23. Surrender of Leased Premises*, whichever is later.

- (c) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety conditions or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Leased Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Leased Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor specifically identifying all such materials, conditions or matters relating to the Property.

15. Insurance.

- (a) Lessee shall obtain and maintain the following insurance to protect the parties against insurable claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises:

(1) General Liability Insurance

- a. Bodily Injury \$1,500,000 each occurrence
 \$3,000,000 aggregate
- b. Property Insurance \$1,500,000 each accident
 \$3,000,000 aggregate
- c. These limits may be satisfied by the commercial general liability coverage or in combinations with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.
- d. Policy must include an "all services, products, or completed operations" endorsement. Lessee shall maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(2) Automobile Insurance

- a. Bodily Injury \$1,000,000 per person
 \$1,500,000 per accident
- b. Property damage not less than \$1,500,000 per accident
- c. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverages of rides afforded by the umbrella or excess policy are not less than the underlying Commercial Auto Liability coverage.
- d. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under insured coverages.

- e. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

(3) Workers' Compensation and Employer's Liability

- a. Workers' Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of:
 - 1. \$500,000 per accident
 - 2. \$500,000 per employee
 - 3. \$500,000 per disease policy limit
- c. Lessees with 10 or fewer employees who do not have Workers' Compensation coverage are required to provide a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying the number of employees and the reason for their exemption.
- (b) Lessee shall provide Lessor, prior to the Commencement Date and, and annually thereafter prior to expiration date of the same, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota, which includes all coverage required in Section 15. (a) above.
- (c) Policies are to be written on an occurrence basis or as acceptable to the Lessor. Certificate of Insurance must indicate if the policy is issued on a claims-made (if expressly approved by Lessor) or occurrence basis. All certificates of insurance shall provide that Lessor shall be given notice of cancellation in accordance with the policy's terms and conditions.
- (d) Additional Insured – Certificate of Insurance.
The Lessee shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better by Best Insurance Guide) licensed to do business in the state of Minnesota, which includes all coverage required in this *Section 15. Insurance*. General Liability and Automobile policies shall include the Lessor and the City of Saint Paul as additional insured and shall provide that it will be the primary coverage.

16. Indemnity.

Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. This clause will not be construed to bar any legal remedies a party may have to fulfill its obligations under this Lease.

17. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) to the following addresses:

If to Lessor: Board of Water Commissioners
Attn: General Manager
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113

If to Lessee, to: City of Saint Paul Police Department
Attn: Radio Shop Communication
367 Grove Street
Saint Paul, Minnesota 55113

18. Representations and Warranties.

- (a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.
- (b) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee. Lessor warrants that the individuals signing and executing this Lease on behalf of Lessor have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessor.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 18. (d) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous

substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.

- (d) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used and disposed of in accordance with all applicable laws.

19. No Liability on Lessor.

Except due to Lessor's willful misconduct or negligence, Lessor shall not be liable for any damage to Lessee's equipment or Antenna Facilities, and Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's equipment or facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee.

20. Assignment.

The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing other space on the Property to any other person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in *Section 13. Interference.*

21. Condemnation.

Lessor shall provide to Lessee notice of any condemnation proceedings within thirty (30) business days of receipt. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether

awarded as compensation for a decrease in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

22. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

23. Surrender of Leased Premises.

- (a) All portions of the Antenna Facilities brought onto the Property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Lessee shall have sixty (60) days from the termination or expiration date to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Property caused by such equipment, all at Lessee's own cost and expense.
- (b) In the event that Lessee's Antenna Facilities and related equipment are not removed and the Property is not restored to the reasonable satisfaction of the Lessor within sixty (60) days from the termination or expiration date, the Lessor shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and Lessee shall be responsible for the cost of such actions.

24. Marking and Lighting Requirements.

- (a) Lessor acknowledges that it shall be responsible, at its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's Antenna Facilities. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for an elevated water storage facility Structure. Further,

should the FAA cite Lessor, or in the event any claims are brought against Lessor because the Structure alone is not in compliance, as opposed to the Structure with Antenna Facilities, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately without any further liability hereunder upon written notice to Lessor.

- (b) Lessee acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's Antenna Facilities. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to the existence of Lessee's Antenna Facilities, Lessee shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to Section 14. Termination. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within a reasonable period of time to allow timely compliance with FAA regulations.

25. RF Radiation Compliance.

- (a) An RF Engineer approved by the Lessor shall perform a radiation survey of the Property following Lessee's initial RF transmissions on the Leased Premises. Lessee shall be responsible for all costs of such survey.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

26. Third Party Approvals, Inspections and Evaluations.

The Lessee shall be responsible for all reasonable costs, as determined by Lessor, associated with obtaining required reviews, approvals, inspections, studies, surveys or evaluations, whether required by this Lease or by other governing authorities.

27. Noise Restrictions.

- (a) All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Proposed anticipated noise levels must be approved by Lessor. Plan review may require noise reduction measures.
- (b) Noise from Lessee's equipment shall not exceed the level allowed by the local jurisdiction ("Allowable Noise Level"), as measured at any location on neighboring property. Lessor will take noise level measurements from time to time to verify compliance. In the event it is found that Lessee's equipment exceeds the Allowable Noise Level, Lessor shall provide Lessee with written notice and Lessee shall take immediate steps to provide permanent reduction in the noise of its equipment to the Allowable Noise Level. If Lessee does not so reduce its Measured Sound Level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an event of default as otherwise defined in *Section 14. Termination*.
- (c) Board reserves the right to require noise reduction measures necessary to reduce noise to a level determined solely by the Board.

28. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect to its subject matter. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.

- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution and delivery hereof by Lessor and Lessee.
- (h) The parties acknowledge that space at the Leased Premises was previously leased between Lessor and Lessee under the terms and conditions of that certain Water Tower Site Lease Agreement dated April 28, 2010. Lessor and Lessee acknowledge and agree that the Prior Lease expires effective as of December 31, 2024, and that thereafter, the terms and conditions of this Lease shall be the sole instrument governing the leasing of space by Lessee at the Property.
- (i) Exhibits “A” through “F” listed below and attached hereto are hereby incorporated into this Lease by reference.

Exhibit “A” *Legal Description*

Exhibit “B” *Site Survey / Construction Drawings*

Exhibit “C” *Antenna Facilities and Frequencies*

Exhibit “D” *Technical Minimum Site Standards*

Exhibit “E” *Security Plan*

Exhibit “F” *Memorandum of Lease Recording*

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first written below.

For Lessor:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

FIN # 41-6005521

Approved:

By _____
Racquel Vaske, General Manager
Saint Paul Regional Water Services

By _____
Mara Humphrey, President

Approved as to form:

By _____
Megan Hafner, Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

By _____
John McCarthy, Director
Office of Financial Service

For Lessee:

**CITY OF SAINT PAUL POLICE
DEPARTMENT**

By: _____

Print name:

Title:

Date: _____

EXHIBIT "A"

Legal Description

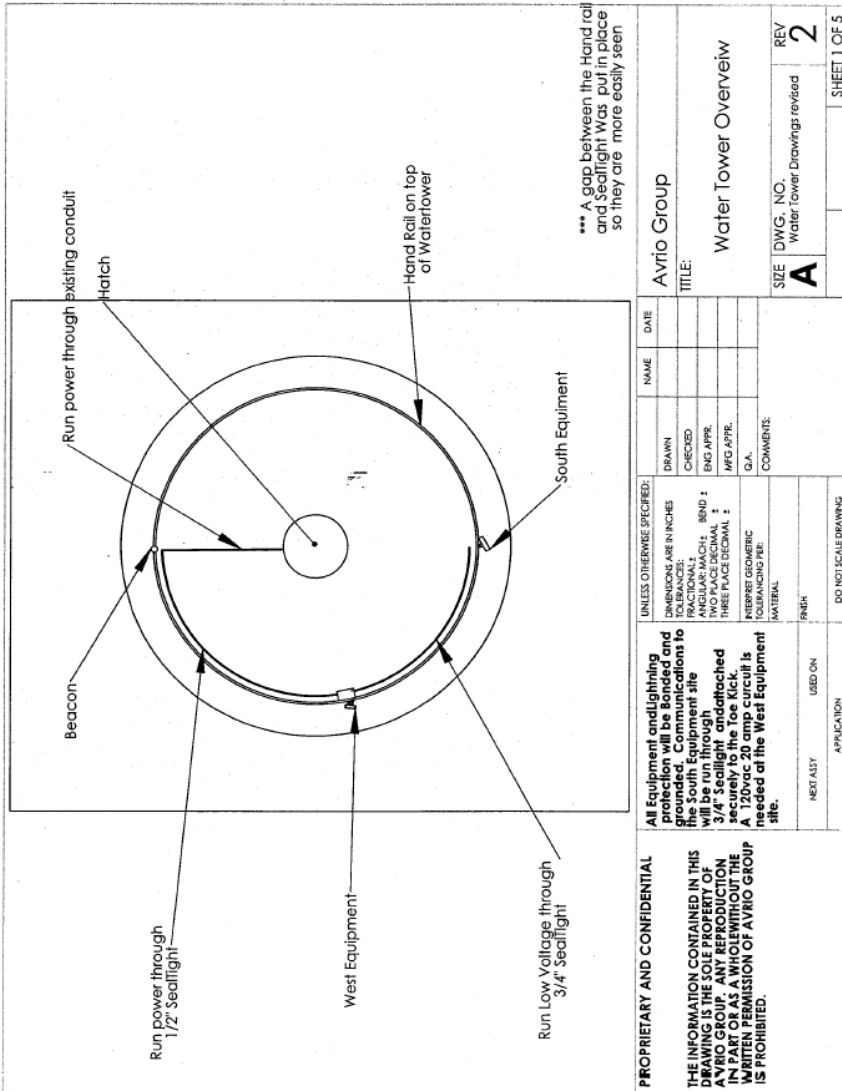
**The Northwest quarter of the Northwest quarter (NW 1/4 of NW 1/4) of Section 15,
Township 28 North, Range 23 West of the Fifth Principal Meridian.**

EXHIBIT "B"

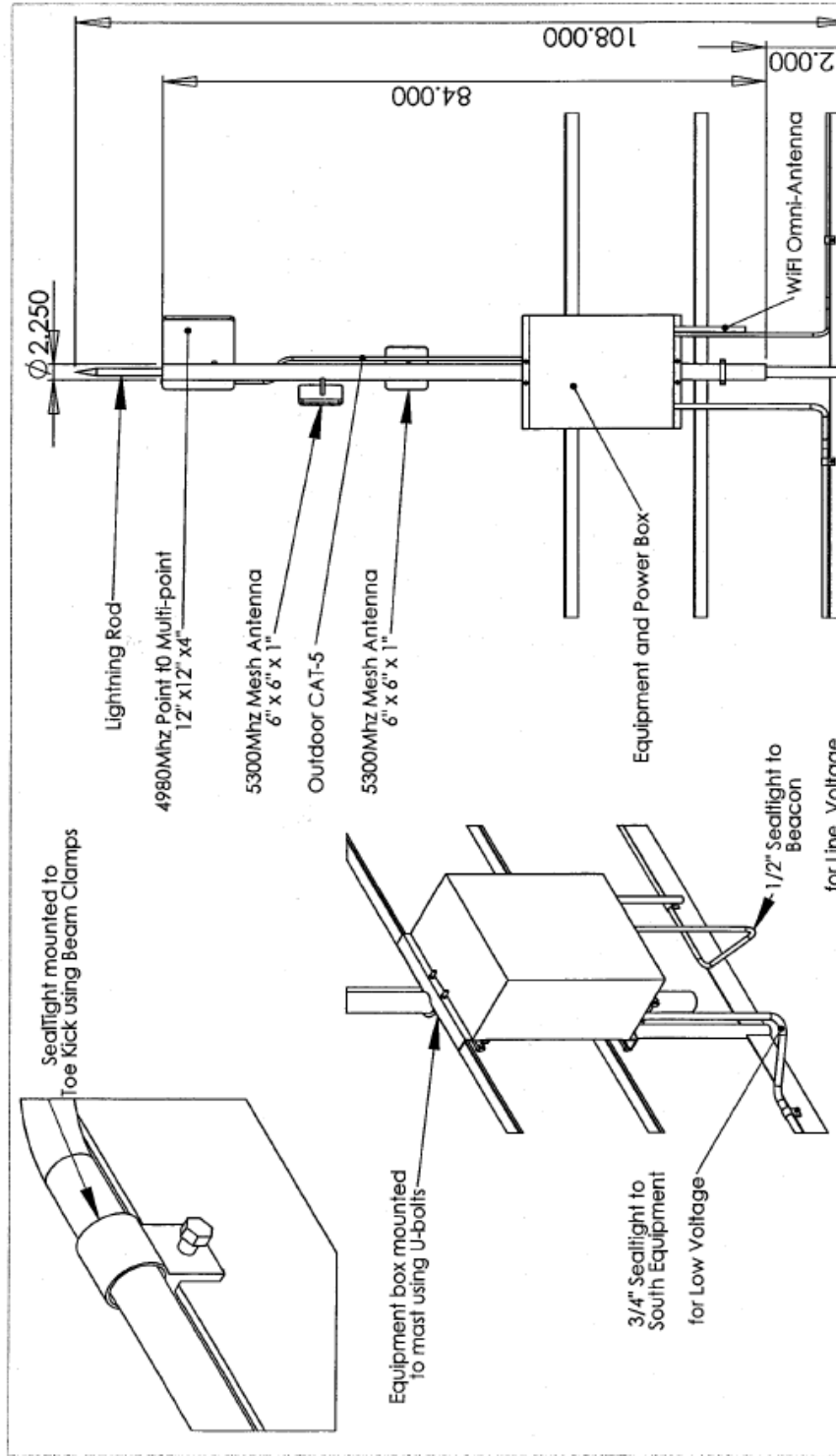
Site Survey / Construction Drawings

Date of Survey

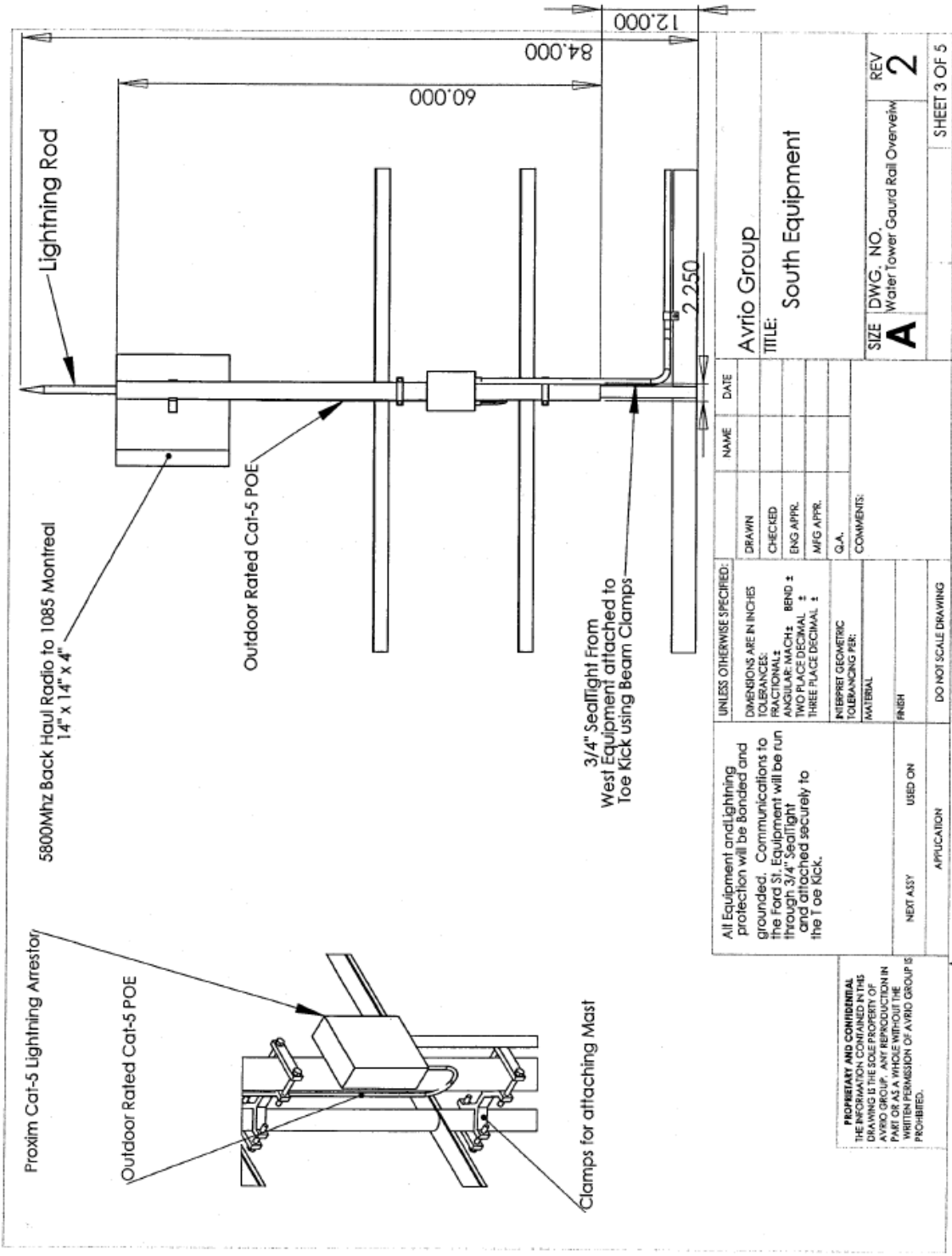
Date of Revision



PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO GROUP. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF AVRIO GROUP IS PROHIBITED.	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ±0.015 DECIMAL: ±0.005 HOLE: ±0.005 TWO PLACE DECIMAL: ±0.005 THREE PLACE DECIMAL: ±0.002 INTERSECTING GEOMETRIC MATERIAL	DRAWN: _____ CHECKED: _____ ENG. APPR. _____ MFG. APPR. _____ G.A. _____ COMMENTS: _____	NAME: _____ DATE: _____	Avrio Group TITLE: Water Tower Overveiw SIZE: DWG. NO. A Water Tower Drawings revised REV: 2 SHEET 1 OF 5	
	ALL EQUIPMENT AND LIGHTING PROTECTION WILL BE BONDDED AND GROUNDED. COMMUNICATIONS TO THE SOUTH EQUIPMENT SITE WILL BE RUN THROUGH 3/4" SEALIGHT UNDETACHED FROM THE 120VAC CIRCUIT. A 120VAC 20 AMP CIRCUIT IS NEEDED AT THE WEST EQUIPMENT SITE.	NEXT ASSTY USED ON: _____ APPLICATION: _____ DO NOT SCALE DRAWING	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5



<p>PROPRIETARY AND CONFIDENTIAL</p> <p>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO GROUP. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF AVRIO GROUP IS PROHIBITED.</p>		<p>UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ANGULAR: MACH. BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ± INTERPRET GEOMETRIC TOLERANCING PER: MATERIAL</p>		<p>DO NOT SCALE DRAWING</p>	
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<p>Q.A.</p>		<p>Q.A.</p>		<p>Q.A.</p>	
<p>MFG APPR.</p>		<p>MFG APPR.</p>		<p>MFG APPR.</p>	
<p>ENG APPR.</p>		<p>ENG APPR.</p>		<p>ENG APPR.</p>	
<p>CHECKED</p>		<p>CHECKED</p>		<p>CHECKED</p>	
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<p>NAME</p>		<p>NAME</p>		<p>NAME</p>	
<p>DATE</p>		<p>DATE</p>		<p>DATE</p>	
<p>AVRIO Group</p>		<p>AVRIO Group</p>		<p>AVRIO Group</p>	
<p>TITLE: Ford Street Equipment</p>		<p>TITLE: Ford Street Equipment</p>		<p>TITLE: Ford Street Equipment</p>	
<p>SIZE DWG. NO. Water Tower Drawings revised</p>		<p>SIZE DWG. NO. Water Tower Drawings revised</p>		<p>SIZE DWG. NO. Water Tower Drawings revised</p>	
<p>REV 2</p>		<p>REV 2</p>		<p>REV 2</p>	
<p>A</p>		<p>A</p>		<p>A</p>	
<p>SHEET 2 OF 5</p>		<p>SHEET 2 OF 5</p>		<p>SHEET 2 OF 5</p>	

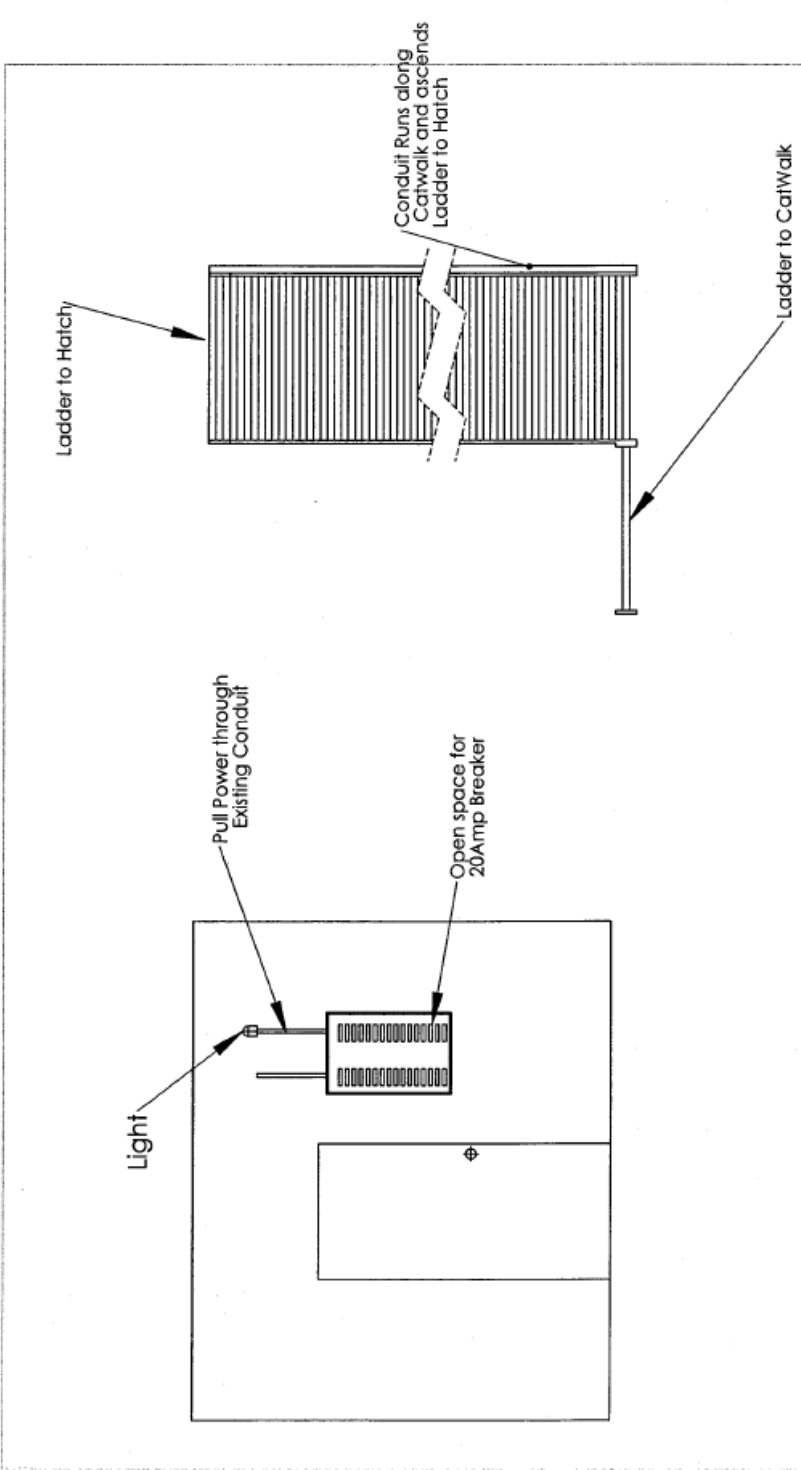


UNLESS OTHERWISE SPECIFIED:		DRAWN		NAME		DATE	
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ANGULAR: INCHES		G.A.					
THREE PLACE DECIMAL ±		COMMENTS:					
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MATERIAL							
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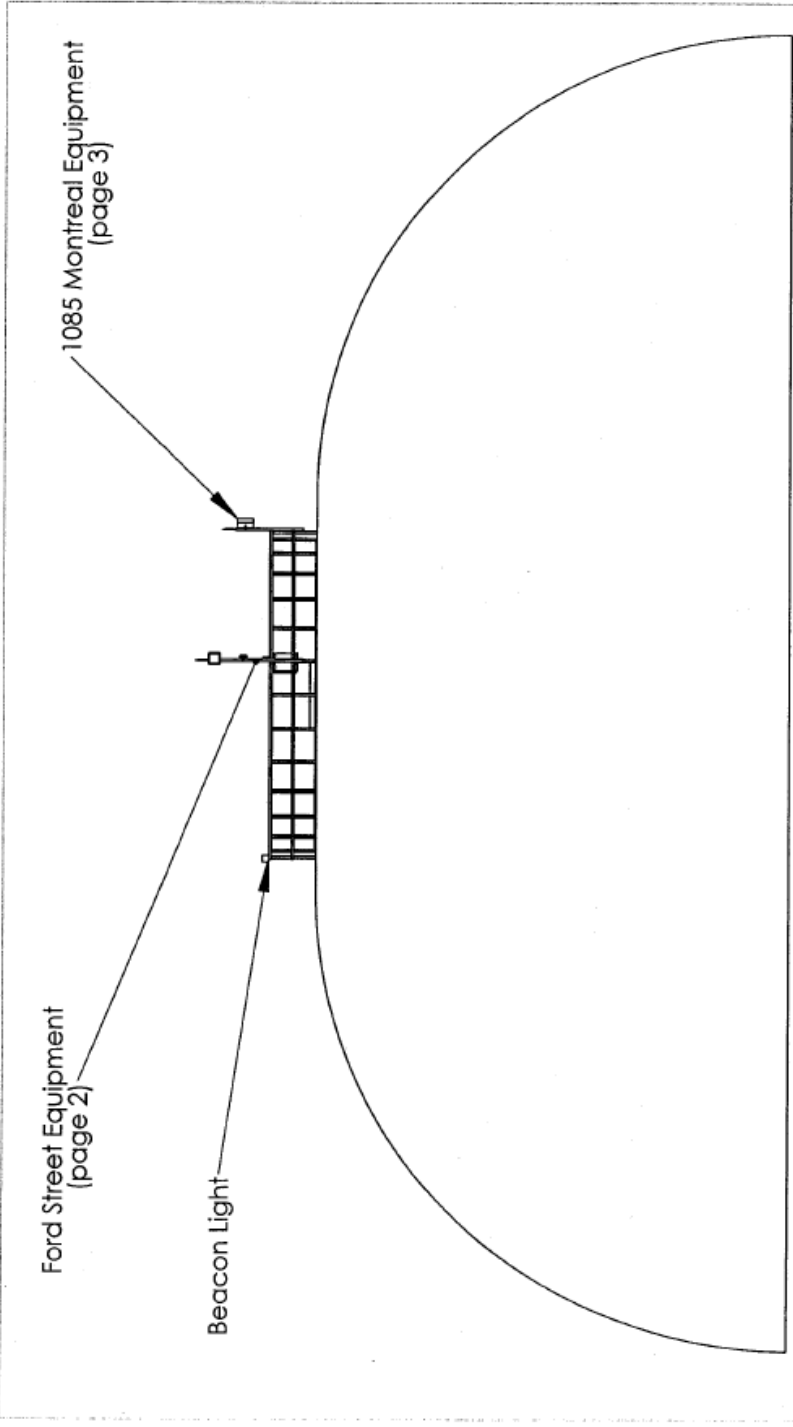
All Equipment and Lightning protection will be Bonded and grounded. Communications to the Ford St. Equipment will be run through 3/4" Sealfight and attached securely to the Toe Kick.

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO GROUP. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF AVRIO GROUP IS PROHIBITED.

Avrio Group
 TITLE: South Equipment
 SIZE DWG. NO. A Water Tower Gaurd Roll Overveh
 REV 2
 SHEET 3 OF 5



PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO GROUP. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF AVRIO GROUP IS PROHIBITED.	Power follows interior lights		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ± .005 ANGULAR: MATCH ± .5BND ± .1 HOLE PLACEMENT: ± .005 THREE PLACE DECIMAL ± .001 INTERPRET GEOMETRIC TOLERANCING PER MATERIAL		DRAWN CHECKED ENG APPR. MFG APPR. Q.A. COMMENTS:	NAME DATE	Avrio Group TITLE: Breaker Box and Conduit
	NEXT ASSY USED ON	APPLICATION	DO NOT SCALE DRAWING	SIZE A	DWG. NO. Water Tower Drawings revised	REV 2	SHEET 4 OF 5
	4	3	2	1	5	4	3
	5	4	3	2	1	5	4
	5	4	3	2	1	5	4



PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO GROUP. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF AVRIO GROUP IS PROHIBITED.	Wide view of Tower velved from West.		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ± INHERENT GEOMETRIC TOLERANCING PER MATERIAL. FINISH DO NOT SCALE DRAWING	DRAWN CHECKED ENG APPR. MFG APPR. G.A. COMMENTS:	NAME DATE	Avrio Group TITLE: Water Tower Side view	SIZE A DWG. NO. Water tower Drawings revised REV 2
	NEXT ASSY USED ON APPLICATION	1 2 3 4 5	SHEET 5 OF 5				

EXHIBIT “C”

City of Saint Paul Police Department

Highland No. 3 Water Tower

Antenna Facilities and frequencies

LESSEE ANTENNA FACILITIES AND FREQUENCIES

Base Station Cabinets: None

Antennas:

Panel type. Maximum of 4 per site

Omni type. Maximum of 1 per site

Frequencies – Band A

Receive Range: Example: 1234 – 5678 MHz

Transmit Range: Example: 1234 – 5678 MHz

		Receive Rx (MHz)	Transmit Tx (MHz)
Channel	1	5705	5705
	2	4980	4980
	3	5350	5350
	4	5365	5365
	5	2400	2400
	6		

Modulation/Standard: CSMA

Maximum EIRP: +40dBm per carrier per antenna

Channel Bandwidth: 20 MHz

Antenna Information (qty 2): Antenna Size 14” x 14”x 1”

Gain = 22.5 dBs

Azimuth beam width = 9

Weight = 2 lbs.

Elevation beam width = 9

Antenna Information (qty 2): Antenna Size 7" x 7" x 1"

Gain = 17.5 dBi

Azimuth beam width = 20

Weight = 1 lbs.

Elevation beam width = 20

Antenna Information (qty 1): Antenna Size ¾" x ¾" x 4"

Weight - .25 lbs.

Gain – 5 dBi

Antenna Configuration: (qty 4) Point to Point

(qty 1) Wi-Fi

Governing FCC Rules: Code of Federal Regulations

FCC Part 15 Section 107

FCC 15.107, 15-109, 15-203, 15-205, 15-207, 15-209, 15-247

Intermodulation Levels: PTP – (1 BS to 1 SU) using USA regulations for L and U bands,
ETSI regulations for M bands

Standards: UL 60950, UL50, CSA 22.2 No. 60950-00, IEC 60950 3rd Ed
(1999)

EXHIBIT “D”

Technical Minimum Site Standards

TECHNICAL MINIMUM SITE STANDARDS

Saint Paul Regional Water Services Water Tower Antenna Site

1. All equipment must be housed in an RF tight, metal enclosure that provides at least 60 db of attenuation to any internal RF signals. Desk-top base stations and open racks cannot be used without special approval. Additional shielding kits may be required.
2. At least 60 db of isolation for 450 MHZ, 800 MHZ and 900 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters must be provided. A harmonic filter must be provided on the transmitter between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.
3. Maximum transmitter power allowed in the antenna feed line shall be 110 watts per transmitter. High power levels will be considered on a case-by-case basis. Additional protective devices may be required.
4. Only jacket copper Heliac cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ inch Superflex. RG/8 or any other single shielded cable will not be allowed.
5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site will not be permitted on the site.
6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40 MHZ band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
Microwave:	50 db at 50 MHZ

7. Each cabinet must be identified by the owner’s name, address, FCC station license number and the name and telephone number of the responsible service agency.
8. Prior to approving any application for antenna space at the site, an engineering study will be prepared by Lessor’s communications engineering consisting of at least the following items:
 - a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order IM terms, and A + B – C, three-product terms.)
 - b. Transmitter noise and receiver densing calculations of all equipment at the site.
 - c. Analysis of best equipment and antenna locations at the site.

- d. Analysis of AC power requirements.
 - e. Report to prospective site user regarding applications.
9. Plan and specifications to secure equipment to tower must be submitted to and approved by Saint Paul Regional Water Services prior to installation.

- END -

EXHIBIT “E”

SECURITY PLAN

Purpose

The Remote Facility Access program provides conditions for persons with a need to access SPRWS facilities remote to the McCarrons center facility. It establishes responsibilities and procedures for requesting and granting access.

Authority

The SPRWS emergency planning and security supervisor will manage the Remote Facility Access Program, maintain associated policies, procedures, and forms, and establish controls for and audit of the facility keys. The emergency planning and security supervisor will coordinate with managers for issuing keys to employees and with SPRWS project coordinators for issuing keys to contractors.

Related Information

[Receipt of Access Keys Form](#)

[Facility Access Procedures – Contractors](#)

Responsibilities

Employees who coordinate with contractors for work at remote facilities must follow this program to ensure proper control of facility keys and access to maintain the security of the water utility.

Personnel with routine access to remote facilities include: SPRWS staff, employees of entities leasing space, city employees (for the city where the facility is located), and law enforcement personnel.

Other entities also have occasional access needs under the approval of SPRWS staff.

Remote Facility Access Policy

1. Site Access Requirements

A. Access Requests

Once an agreement has been made for personnel to access SPRWS remote sites they may be issued keys for the location where they will be working.

i. Issuance of keys

1. SPRWS staff coordinating the contract work must have the contractor fill out the *Receipt of Access Keys form*.
2. The *Receipt of Access Keys form* should then be scanned and emailed to the “*Off-site Contractor Notification*” Outlook email group with the subject: “Contract work at [location]”.
 - a. This is to keep affected staff informed of active contract work at remote site locations.
 - b. The paper copy of this form should be kept in an “Active Work” folder until the keys are returned.
3. When the work is completed and the contractor returns the keys, then the bottom portion of the form must be filled out. The completed form should be scanned and emailed to the “*Off-site Contractor Notification*” Outlook email groups with the subject: “Complete: Contractor work at [location]”. A copy of the form may be given to the contractor as proof that they returned the keys.

ii. Access Request or Assistance

1. Once the keys have been provided, personnel must request access to the remote site prior to entry at the site location.
2. All requests for entry must be made through the Engine Room at 651-266- 1660. Any other employees asked to allow entry to a remote site must inform the requester to call the Engine Room so that they may be cleared for entry.

NOTE: Remote site security is monitored, and police will be called to the site if an access request is not made to the SPRWS Engine Room Pumping Engineer prior to entry.

B. Routine and Regularly Scheduled Work

Whenever possible, authorized agencies that require repeated, routine access, but who do not request to sign out facility access keys, should schedule such access during normal business hours at least one day prior by calling the SPRWS Engine Room at 651-266- 1660. The engine room pumping engineer will verify the name and company of the person gaining access and will arrange for SPRWS staff to meet them on site to check proper ID and contact the pumping engineer to verify the person seeking access before allowing them in the secured site. The pumping engineer must also be contacted when the remote site has been secured and personnel are leaving.

C. Emergency Work

1. Contact Engine Room – Pumping Engineer at 651-266-1660
2. Engine room pumping engineer will verify authorization of company.
3. If company is authorized, pumping engineer will arrange to have an SPRWS employee meet someone at the remote site. The SPRWS employee will ask for credentials to verify worker's identity and affiliation.

D. While on Site

Personnel authorized to access and work at SPRWS remote sites are required to perform their work in a matter that does not compromise site security. This includes, but is not limited to:

- i. Securing doors and gates. Do not prop open doors in areas that are not supervised.
- ii. Prohibiting personnel without proper SPRWS credentials from accessing the secured area and reporting those that do to the engine room pumping engineer or local law enforcement, if necessary.
- iii. Report any breach or damage to SPRWS property to the emergency planning and security supervisor at 651-266-6309. Or any suspicious or illegal activity to local law enforcement.
- iv. Locking doors and gates before leaving the site.
- v. Notifying the engine room pumping engineer when they are leaving the site and confirm that the doors and gate have been secured, if they are the last to leave. If they are not last to leave, the Engine Room should still be informed that personnel of one company are leaving the property, but others are still on site.

Exhibit "F"
Memorandum of Lease Recording

DRAFTED BY
AND RETURN TO:

use only)

(space above this line for Recorder's

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of this _____ day of _____, 20____, by and between **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota ("Lessor"), and **CITY OF SAINT PAUL – POLICE DEPARTMENT** ("Lessee").

1. **LEASE OF PREMISES.** For the purpose of installing, operating, and maintaining a communication facility and other improvements, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at **750 Snelling Ave South**, City of Saint Paul, County of Ramsey, State of Minnesota, and more particularly described in Section 4 of this Memorandum, and on the terms and conditions more particularly set forth in, that certain

Site Lease Agreement dated **Date of Lease** (the "Lease") by and between Lessor and Lessee, which terms and conditions are hereby incorporated by reference.

2. The initial term of the Lease shall commence on **Commencement Date**, and terminate on **Expiration Date**. Lessee shall have the right to extend the Lease for three (3) additional five (5) year terms.
3. The Lease provides in part the grant of a non-exclusive easement for unrestricted rights of access and to electric and telephone facilities.

4. The subject property affected by the filing and recording of this Memorandum of Lease is described below:

The Northwest quarter of the Northwest quarter (NW 1/4 of NW 1/4) of Section 15, Township 28 North, Range 23 West of the Fifth Principal Meridian.

(Signature and Acknowledgement Pages Follow)

Lessor:

Approved:

By _____
Racquel Vaske, General Manager
Saint Paul Regional Water Services

Approved as to form:

By _____
Assistant City Attorney

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**
EIN 41-6005521

By _____
Mara Humphrey, President

Date _____

By _____
Mollie Gagnelius, Secretary

Date _____

By _____
John McCarthy, Director
Office of Financial Services

Date _____

For Lessee:

By _____
Its Legal Counsel

**CITY OF SAINT PAUL – POLICE
DEPARTMENT**

By _____

Print name:

Title:

Date: _____

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mara Humphrey, President of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mollie Gagnelius, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John McCarthy, Finance Director of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

LESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by **Name**, **Title**, City of Saint Paul – Police Department, on behalf of said.

Witness my hand and official seal.

Notary Public